



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029

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SDMS DocID 2053210

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

NOV 16 2005

**Richard Heller**  
**312 Woodridge Lane**  
**Wallingford, PA 19086**

**Re: Required Submission of Information**  
**Lower Darby Creek Area Superfund Site**  
**Delaware and Philadelphia Counties, Pennsylvania**

Dear Mr. Heller:

The U.S. Environmental Protection Agency ("EPA") is seeking information relating to your ability to pay for or perform the cleanup at the Clearview Landfill area of the Lower Darby Creek Area Superfund Site ("Site").

Pursuant to the authority of Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. Section 9604(e), EPA has the authority to require Richard Heller (hereinafter "you"), to furnish all information and documents in your possession, custody or control, or in the possession, custody or control of any of your employees or agents, which concern, refer, or relate to your ability to pay for or conduct the cleanup at the Site.

Section 104 of CERCLA authorizes EPA to pursue penalties for failure to comply with that section or for failure to respond adequately to required submissions of information. In addition, providing false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. Section 1001. The information you provide may be used by EPA in administrative, civil, or criminal proceedings.

You must respond in writing to this required submission of information (see **Enclosure E** for a list of specific information requested) within **thirty (30) calendar days** of your receipt of this letter.

If, for any reason, you do not provide all information responsive to this letter, then in your answer to EPA you must: (1) describe specifically what was not provided, and (2) provide to EPA an appropriate reason why the information was not provided.

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**All documents and information should be sent to:**

Ms. Carlyn Winter Prisk (3HS62)  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029.

This required submission of information is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. Section 3501, *et seq.*

If you have any questions concerning this matter, please contact Civil Investigator Carlyn Winter Prisk at (215) 814-2625, or have your attorney contact Bonnie Pugh Winkler at (215) 814-2680.

Sincerely,

  
Laura B. Janson, Chief

Laura B. Janson, Chief  
Cost Recovery Branch

**Enclosures:**

- Enclosure A: Business Confidentiality Claims/Disclosure of Your Response to EPA Contractors and Grantees**
- Enclosure B: List of Contractors that May Review Your Response**
- Enclosure C: Definitions**
- Enclosure D: Instructions**
- Enclosure E: Information Requested**

cc: Bonnie Pugh Winkler (3RC44)  
Michael Pierce, Esq.

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Enclosure A

**Business Confidentiality Claims**

You are entitled to assert a claim of business confidentiality covering any part or all of the submitted information, in the manner described in 40 C.F.R. Part 2, Subpart B. Information subject to a claim of business confidentiality will be made available to the public only in accordance with the procedures set forth in 40 C.F.R. Part 2, Subpart B. If a claim of business confidentiality is not asserted when the information is submitted to EPA, EPA may make this information available to the public without further notice to you. You must clearly mark such claimed information by either stamping or using any other such form of notice that such information is a trade secret, proprietary, or company confidential. To best ensure that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.

**Disclosure of Your Response to EPA Contractors and Grantees**

EPA may contract with one or more independent contracting firms (See "Enclosure B") to review the documentation, including documents which you claim are confidential business information ("CBI"), which you submit in response to this information request, depending on available agency resources. Additionally, EPA may provide access to this information to (an) individual(s) working under (a) cooperative agreement(s) under the Senior Environmental Employee Program ("SEE Enrollees"). The SEE Program was authorized by the Environmental Programs Assistance Act of 1984 (Pub. L. 98-313). The contractor(s) and/or SEE Enrollee(s) will be filing, organizing, analyzing and/or summarizing the information for EPA personnel. The contractors have signed a contract with EPA that contains a confidentiality clause with respect to CBI that they handle for EPA. The SEE Enrollee(s) is working under a cooperative agreement that contains a provision concerning the treatment and safeguarding of CBI. The individual SEE Enrollee has also signed a confidentiality agreement regarding treatment of CBI. Pursuant to Section 104(e)(7) of CERCLA, 42 U.S.C. Section 9604(e)(7), and EPA's regulations at 40 C.F.R. Section 2.310(h), EPA may share such CBI with EPA's authorized representatives which include contractors and cooperators under the Environmental Programs Assistance Act of 1984. (See 58 Fed.Reg. 7187 (1993)). If you have any objection to disclosure by EPA of documents which you claim are CBI to any or all of the entities listed in Enclosure B, you must notify EPA in writing at the time you submit such documents.

## Enclosure B

[rev. 11/2005]

List of Contractors That May Review Your Response

- Chenega Technical Products  
Contract #EP-S3-04-01  
Subcontractor to Chenega Technical Products is DPRA.
  - Tetra Tech EM, Inc. -  
Contract #68-S3-0002  
Subcontractor to Tetra Tech EM, Inc. is:  
Eagle Instruments, Inc.
  - Ecology and Environment, Inc. -  
Contract #68-S3-0001  
Subcontractor to Ecology and Environment, Inc. is:  
S & S Engineers, Inc.
  - IT Corporation - Contract #68-S3-00-06  
Subcontracts to IT Corporation are:  
Weavertown Environmental Group  
Environmental Restoration Company
  - Earth Tech, Inc. -  
Contract #68-S3-00-07  
Subcontractors to Earth Tech, Inc. are:  
Industrial Marine Services, Inc.  
Cline Oil  
Hertz Equipment Rental
  - Tetra Tech NUS Inc. -  
Contract #68-S6-3003  
Subcontractors to Tetra Tech NUS Inc. are:  
Gannett Fleming, Inc.  
Dynamic Corporation  
C. C. Johnson & Malhotra, P.C.
  - CDM-Federal Programs Corporation -  
Contract #68-S7-3003  
Subcontractors to CDM-Federal Programs Corporation are:  
Tetra Tech EM, Inc.  
Robert Kimball & Associates  
PMA & Associates  
Horne Engineering  
Pacific Environmental Services
  - Black and Veatch Waste Science and Technology Corporation/Tetra Tech, Inc. - Contract #68-S7-3002  
Subcontractor: Enviro Consultants Group
  - Tech Law, Inc. -  
Contract #EP-S3-04-03
  - WRS Infrastructure & Environment, Inc. -  
Contract # 68-S3-03-02
  - Kemron Environmental Services  
Contract # 68-S3-03-05
  - Industrial Marine Services, Inc.  
Contract # 68-S3-03-03
  - Guardian Environmental Services, Inc.  
Contract # 68-S3-03-04
  - Booz-Allen & Hamilton  
Contract # GS-10F-0090J (GSA Schedule)
- List of Inter-Agency Agreements
- General Services Administration  
CERCLA File Room  
Contractor: Booz-Allen & Hamilton
  - General Services Administration  
Spectron Superfund Site  
Contractor: Booz-Allen & Hamilton
  - General Services Administration  
Breslube Penn Superfund Site  
Contractor: Booz-Allen & Hamilton
- List of Cooperative Agreements
- National Association of Hispanic Elderly -  
#CQ-822511
  - AARP Foundation (Senior Environmental Employment) -  
#824021  
#823952
  - National Older Work Career Center, Inc.  
(NOWCC)- #CQ-830919

**Definitions**

- The term "arrangement" shall mean every separate contract or other agreement or understanding between two or more persons, whether written or oral.
- The term "documents" shall mean writings, photographs, sound or magnetic records, drawings, or other similar things by which information has been preserved and also includes information preserved in a form which must be translated or deciphered by machine in order to be intelligible to humans. Examples of documents include, but are not limited to, electronic mail and other forms of computer communication, drafts, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, summaries, pamphlets, books, invoices, checks, bills of lading, weight receipts, toll receipts, offers, contracts, agreements, deeds, leases, manifests, licenses, permits, bids, proposals, policies of insurance, logs, inter-office and intra-office communications, notations of any conversations (including, without limitation, telephone calls, meetings, and other communications such as e-mail), bulletins, printed matter, computer printouts, invoices, worksheets, graphic or oral records or representations of any kind (including, without limitation, charts, graphs, microfiche, microfilm, videotapes, recordings and motion pictures), electronic, mechanical, magnetic or electric records or representations of any kind (including, without limitation, tapes, cassettes, discs, recordings and computer memories), minutes of meetings, memoranda, notes, calendar or daily entries, agendas, notices, announcements, maps, manuals, brochures, reports of scientific study or investigation, schedules, price lists, data, sample analyses, and laboratory reports.
- The term "hazardous substance" means (a) any substance designated pursuant to section 1321(b)(2)(A) of Title 33 [of the U.S. Code], (b) any element, compound, mixture, solution, or substance designated pursuant to section 9602 of [CERCLA], (c) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act (42 U.S.C. Section 6921) (but not including any waste the regulation of which under the Solid Waste Disposal Act (42 U.S.C. Section 6901 et seq.) has been suspended by Act of Congress), (d) any toxic pollutant listed under section 1317(a) of Title 33, (e) any hazardous air pollutant listed under section 112 of the Clean Air Act (42 U.S.C. Section 7412), and (f) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 2606 of Title 15 [of the U.S. Code]. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (a) through (f) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

- The term "pollutant or contaminant" shall include, but not be limited to, any element, substance, compound, or mixture, including disease-causing agents, which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions (including malfunctions in reproduction) or physical deformations in such organisms or their offspring, except that the term "pollutant or contaminant" shall not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under CERCLA, and shall not include natural gas, liquefied natural gas, or synthetic gas of pipeline quality (or mixtures of natural gas and such synthetic gas).
- The term "release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant), but excludes (a) any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons, (b) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine, (c) release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.), if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under section 170 of such Act (42 U.S.C. Section 2210), or, for the purposes of section 9604 of [CERCLA] or any other response action, any release of source, byproduct, or special nuclear material from any processing site designated under sections 7912(a)(1) or 7942(a) of [CERCLA], and (d) the normal application of fertilizer.
- The term "waste" or "wastes" shall mean and include any discarded materials including, but not limited to, trash, garbage, refuse, by-products, solid waste, hazardous waste, hazardous substances, pollutants or contaminants, and discarded or spilled chemicals, whether solid, liquid, or sludge.
- The term "you" when referring to an incorporated entity shall mean and include the incorporated entity and its agents and representatives, including, but not limited to, persons directly authorized to transact business on the entity's behalf such as officers, directors, or partners with which the entity is affiliated, employees, accountants, engineers, or other persons who conduct business on the entity's behalf, as well as affiliated entities, including, but not limited to, partnerships, limited liability companies, divisions, subsidiaries, and holding companies.

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Enclosure D

**Instructions**

1. You are entitled to assert a claim of business confidentiality covering any part or all of the information you submit. If you desire to assert a claim of business confidentiality, please see Enclosure A, *Business Confidentiality Claims/Disclosure of Your Response to EPA Contractors and Grantees*. You must clearly mark such information by either stamping or using any other form of notice that such information is a trade secret, proprietary, or company confidential. To ensure to the greatest extent that your intent is clear, we recommend that you mark as confidential each page containing such claimed information.
2. Please provide a separate, detailed narrative response to each question, and to each subpart of each question, set forth in this Information Request. If you fail to provide a detailed response, EPA may deem your response to be insufficient and thus a failure to comply with this Information Request, which may subject you to penalties.
3. Precede each response with the number of the question or subpart of the question to which it corresponds. For each document or group of documents produced in response to this Information Request, indicate the number of the specific question or subpart of the question to which the document(s) responds.
4. Should you find at any time after submission of your response that any portion of the submitted information is false, misrepresents the truth or is incomplete, you must notify EPA of this fact and provide EPA with a corrected written response.
5. Any terms that are used in this Information Request and/or its Enclosures that are defined in CERCLA shall have the meaning set forth in CERCLA. Definitions of several such terms are set forth in Enclosure C, *Definitions*, for your convenience. Also, several additional terms not defined in CERCLA are defined in Enclosure C. Those terms shall have the meaning set forth in Enclosure C any time such terms are used in this Information Request and/or its Enclosures.

## Enclosure E

**Information Requested**

***Please provide the following information related to your ability to pay for or conduct the cleanup at the Site.***

1. Please return a completed copy of the document titled "Financial Statement of Individual Debtor." In completing this document please indicate clearly for all assets and debts identified on the questionnaires the type of ownership of each asset described, i.e., owned individually, owned jointly with affiliate/subsidiary/parent or owned with other parties.
2. In addition to completion of these financial statements it is requested that you provide a copy of the U.S. Corporate Income Tax Return, Form 1040, for the last five years. You are to provide a facsimile of the tax return submitted to the Internal Revenue Service that contains any and all attachments that would be required by the Internal Revenue Service at the time of filing. Furthermore, if any of the income, loss or gain reported on the return related from partnership, trust or subchapter S sources, please provide a copy of the 1065, 1041 or 1120S return as well as any and all attachments that would be required by the Internal Revenue Service at the time of filing. Furthermore, if any of the returns provided have been audited, corrected, amended or changed, or if you have been notified of an audit, please describe the circumstances pertaining to that event.
3. Additionally, you are asked to provide a copy of any and all financial statements that apply to the last five years. This is to include all internal and external audits, balance sheets, income statements and other statements that purport to describe your worth and/or income and expenses. In addition, if at any point in the last five years you were required to submit financial statements, please provide a copy of what was submitted as well as an explanation which describes the reason for submission, e.g., for loan or for demonstration of the financial capability to deliver on a contract.
4.
  - a. Please provide copies of all rental agreements, easements, exclusive rights to use, options to buy, or other documents that describe interests in Real Estate possessed by you or possessed by other entities for your benefit currently in existence or which were in effect for the past five years.
  - b. If there are any oral agreements or other unwritten agreements pertaining to any rentals on the Clearview property or to the Real Estate interests described in response to Question 4a, above, please provide the specifics as to the length of the agreement, the specific requirements of the agreement and the compensation payable regarding the agreement.



5. Provide copies of all property, casualty and/or liability insurance policies, and any other insurance contracts referencing you, and/or any entity controlled by you, (including, but not limited to, Environmental Impairment Liability, Pollution Legal Liability, Cleanup Cost Cap or Stop Loss Policies, Institutional Controls and Post Remediation Care Insurance). Include any and all policies held between 1959 and 1976 providing you and/or any related entity with insurance for loss or damage to the Site property.
6. To the extent not provided in Question 5 above, provide copies of all insurance policies that may potentially provide you, and/or any entity controlled by you, with insurance for bodily injury or property damage in connection with the Site and/or your or any entity's business operations (including, but not limited to, Comprehensive General Liability). Include, without limitation, all primary, excess, and umbrella policies.
7. If there are any such policies from Questions 5 or 6, above, of which you are aware but have no copies, identify each such policy to the best of your ability by identifying:
  - a. The name and address of each insurer and of the insured;
  - b. The type of policy and policy numbers;
  - c. The per occurrence policy limits of each policy; and
  - d. The effective dates for each policy.
8. Identify all insurance brokers or agents who placed insurance for you, and/or any entity controlled by you, at any time during the period 1959 through 1976 and identify the time period during which such broker or agent acted in this regard.
9. Identify all communications and provide all documents that evidence, refer, or relate to claims made by or on behalf of you, and/or any entity controlled by you, under any insurance policy in connection with the Site. Include any responses from the insurer with respect to any claims.
10. Identify any previous settlements with any insurer in connection with the Site, or for any claims for environmental liabilities during the time period in questions. Include any policies surrendered or cancelled by you, and/or any entity controlled by you, or the insurer(s).
11. Identify any and all insurance, accounts paid or accounting files that identify your, and/or any other entity's, insurance policies.
12. If any of the documents solicited in this information request are no longer available, please indicate the reason why they are no longer available. If the records were destroyed, provide us with the following:
  - a. Your document retention policy;

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- b. A description of how the records were/are destroyed (burned, archived, trashed, etc.) and the approximate date of destruction;
- c. A description of the type of information that would have been contained in the documents; and
- d. The name, job title, and most current address known to you of the person(s) who would have produced these documents; the person(s) who would have been responsible for the retention of these documents; and the person(s) who would have been responsible for the destruction of these documents.

U.S. Postal Service

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